MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

Invitation to Bid



Solicitation JG3005

Number:

08/13/02 @ 2:00 P.M.

Due Date:

July 25, 2002

Date Sent:

Goods and services to be purchased: 10600 SOUTH I-15 SIGNAL REPAIR

Please complete

Company Name	Federal Tax Identification Num		Tax Identification Number
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type ☐ Corporation ☐ Partnership Proprietorship Government	Company Contact Person	<u> </u>	1
Telephone Number (include area code)	Fax Number (include area code	e)	
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery Aft required minimums)	er Receipt o	of Order (see attached for any
The following documents are included in this solicitation: Solicitation for specifications. Please review all documents carefully before completing. The undersigned certifies that the goods or services offered are produced Utah. Yes No If no, enter where produced, etc	l, mined, grown, manufacture	ed, or perfo	
Offeror's Authorized Representative's Signature	Date		
Type or Print Name	Position or Title		

STATE OF UTAH DIVISION OF PURCHASING GENERAL SERVICES

Invitation to Bid

Solicitation Number: JG3005

Due Date: 08/13/02

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EACH	THE INTENT OF THIS PROJECT IS TO RESTORE THE SIGNAL SYSTEM AT 10600TH SOUTH AND I-15 TO ITS ORIGINAL CONDITION. THE SUCCESSFUL BIDDER SHALL PROVIDE ALL MATERIALS, LABOR, EQUIPMENT AND SUPPLIES NEEDED TO COMPLETE THE PROJECT, AS FATTACHED SPECIFICATIONS.	*	*
			IT IS REQUIRED THAT THE CONTRACTOR CALL TO SCHEDULE A SITE REVIEW OF THE WORK TO BE PERFORMED.		
			TO SCHEDULE A SITE VISIT PLEASE CONTACT DERYL MAYHEW @ (801) 887-3605 OR (801) 910-2191.		
			A 5% BID IS REQUIRED, AND A 100% PAYMENT/PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. PLEASE SUBMIT A COMPLETED BOND STATEMENT ALONG WITH YOUR BID.		
			A VALID STATE OF UTAH CONTRACTORS LICENSE IS REQUIRED. PLEASE COMPLETE A CONSTRUCTION TRADES LICENSING FORM ALONG WITH YOUR BID.	6	
			NO FAXED RESPONSES WILL BE CONSIDERED. THIS IS A SEALED BID, THEREFORE; YOU SHOULD DELIVER YOUR BID ENCLOSED IN A ENVELOPE WITH THE BID NUMBER AND DUE DATE REFERENCED ON THE OUTSIDE OF THE ENVELOPE.		

FOR QUESTIONS REGARDING THE SCOPE OF WORK OR SPECIFICATIONS ON THIS PROJECT PLEASE CONTACT DERYL MAYHEW @ (801) 887-3605 OR (801) 910-2191.

FOR BID PROCESSING QUESTIONS PLEASE CONTACT JARED GARDNER @ (801) 538-3342.

REF RX# 810/36-11

STATE OF UTAH DIVISION OF PURCHASING GENERAL SERVICES

Invitation to Bid

Solicitation Number: JG3005

Due Date: 08/13/02

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Ship To: 10600 SOUTH I-15, SALT LAKE CITY UTAH

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CO	DDE			
SHIPPING WEIGHT				
MODE OF TRANSPORTATION	N (Please check one)			
Q Small package/Ground	Q LTL(Less than truck load) NMFC Class # NMFC Item #	Q Truckload	Q Air	Q Other (Please specify)
TOTAL PRICE LESS FREIGH	T (FOB Origin)		\$	
TOTAL PRICE INCLUDING FR	REIGHT (FOB Destination)		\$	

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

- 1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS. (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
- 2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section
- 3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). Three consecutive no responses will automatically result in removal.
- 4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must to be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.
- 5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.
- 6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

- 7. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.
- 9. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 10. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are

bound by this provision. revision date: 2/14/2000

Scope of work 10600 South I-15 Signal Repair

The intent of this project is to restore the signal system at 10600th South and I-15 to its original condition. The successful bidder shall provide all materials, labor, equipment and supplies needed to complete the project.

Work will include:

- -Complete the job in 20 working days after the award of the contract.
- -Work between the hours of 9:00 am and 3:00 pm
- -Trench and back fill.
- -Reconnecting fiber conduit type 1-D.
- -Reconnecting existing conduit and controller cabinet.
- -Placing 2" schedule 40 PVC.
- -Placing PC-type III junction box.
- -Placing- PC- type II junction box.
- -Placing- PC-type I junction box.
- -Pull all new 7-conductor # 14 AWG stranded Cable IMSA 20-1 (120 Volts).
- -Pull all new 4- conductor # 14 AWG stranded Cable IMSA 20-1 (120 Volts).
- -Pull all new 3- conductor # 14 AWG stranded Cable IMSA 20-1(Low voltage).
- -Pull all new 2- conductor # 14 AWG stranded Cable IMSA 50-2 (low Voltage).
- -Splice all detection loops in the appropriate junction boxes.
- -Place a temporary pole with span wire in the gore area to accommodate a temporary system while working on this project. Contractor will be required to design the temporary system.
- -Restore signal system in accordance with UDOT standard specification and standard drawing.
- -Contractor is responsible for locating and diagramming existing conduit runs.

Item	Quantity	Units
PC-type III junction box	1	Ea.
PC-type II junction box	3	Ea
PC-type I double junction box	1	Ea
Trenching and backfill	100	Lin- Ft
2" PVC Conduit	800	Lin -Ft
Type 1-D Conduit	10	Lin- Ft
7- conductor # 14 wire	2400	Lin- Ft
4- conductor # 14 wire	1300	Lin -Ft
3-conductor #14 wire	1300	Lin- Ft
2- conductor #14 wire	1500	Lin- Ft
Temporary signal system	1	Lump

The selected Contractor will be required to provide UDOT a "Traffic Control Plan" which will include how they will intend to use flagging personnel. Before starting work "The Traffic Control Plan" must be approved by Region Two Traffic Engineers.

It is required that all bidders call Deryl Mayhew to make an appointment to meet at the job site to review the work plan. Deryl Mayhew's phone number is: 801-887-3605 or 801-726-2191.

A bid bond of 5% of the total bid price is required. Also a 100% Performance/Payment bond will be required of the successful bidder. There shall be a 5% retention held from each invoice until final inspection and approval from UDOT is made.

UDOT will furnish a drawing from the I-15 construction project at the time the Contactor visits the job site. This drawing is an "as-built plan" from the I-15 construction project. This drawing is to be used as a general reference only. The drawing is what was scheduled to be completed by I-15, UDOT has not confirmed the documents validity.

BID BOND (Title 63, Chapter 56, <u>Utah Code Annotated</u> 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That	
hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of and authorized to transact business in 570, Companies Holding Certificates of Authority as Acceptable Section 2015.	, with its principal office in the City
of and authorized to transact business in	this State and U. S. Department of the Treasury Listed, (Circular
hereinafter referred to as the "Surety," are held and firmly bound until	ITITIES ON FEDERAL BONGS and as Acceptable Reinsuring Companies):
in the amount of \$ (50% of the accompanying	bid) being the sum of this Pond to which payment the Dringingle
in the amount of \$(5\% of the accompanying and Surety bind themselves, their heirs, executors, administrators, su	coessors and assigns jointly and severally firmly by these presents
THE CONDITION OF THIS OBLIGATION IS SUC	CH that whereas the Principal has submitted to Obligee the
accompanying bid incorporated by reference herein, dated as show	n, to enter into a contract in writing for the
	Project.
not execute a contract and give bond to be approved by the Obligee f notified in writing of such contract to the principal, then the sum o liquidated damages and not as a penalty; if the said principal shall e the faithful performance thereof within ten (10) days after being noti shall be null and void. It is expressly understood and agreed that thereunder shall be the full penal sum of thisBond. The Surety, for of the Surety under this Bond shall be for a term of sixty (60) days PROVIDED, HOWEVER, that this Bond is executed panotated, 1953, as amended, and all liabilities on this Bond shall be as if it were copied at length herein.	f the amount stated above will be forfeited to the State of Utah as xecute a contract and give bond to be approved by the Obligee for fied in writing of such contract to the Principal, then this obligation the liability of the Surety for any and all defaults of the Principal value received, hereby stipulates and agrees that the obligations from the actual date of the bid opening. pursuant to the provisions of Title 63, Chapter 56, Utah Code electermined in accordance with said provisions to the same extent have executed this instrument under their several seals on the date party being hereto affixed and these presents duly signed by its body.
By:	By:
Dy	
Title:	Title:
1100.	Title:(Affix Corporate Seal)
	,
	Surety's name and address:
CTATE OF	
STATE OF) ss.	D.,,
COUNTY OF)	By:
Seal)	Attorney-in-ract (Affix Corporate
Scar)	
On this day of, personally appeared, whose identity is personally known to me or proved to me on the did say that he/she is the Attorney-in-fact of the above-named Suret and has complied in all respects with the laws of Utah in reference t and that he/she acknowledged to me that as Attorney-in-fact execu	y Company, and that he/she is duly authorized to execute the same to becoming sole surety upon bonds, undertakings and obligations
Subscribed and sworn to before me this day of	
My Commission Expires:	
Resides at:	
APPROVED AS TO FORM: February 11, 1991,	NOTARY PUBLIC

by ALAN S. BACHMAN, ASSISTANT UTAH ATTORNEY GENERAL

STATE OF UTAH DIVISION OF PURCHASING

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

	C	3	
	100% CASHIE	RS CHECK	
	100% PERFOR	MANCE/PAYMENT BON	D
Bor	nd/Ins. Company		
Age	ent Name		
Fax	ː#	Phone #	

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the <u>original bond</u> (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond**. After this time the contract will be officially released to the award vendor.

CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required be licensed before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision can not be awarded or accept a contract for the performance of the work (1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-2(32)(h), 58-55-4(1)(a), 58-55-13(1)).

Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5)).

"Contractor" means any person, firm, partnership, corporation, association, or other organization ... [that] undertakes any work in the construction, plumbing, or electrical trade for which licensure is required...(1993 UCU 58-55-2(6)).

Licensed Classifications (See Reverse. List the appropriate contractor license number, classification title, primary or secondary classification number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plan to utilize subcontractors, they must also be licensed and the same information provided or copy(ies) of license(s) attached:

		Prime Contractor		
License Number	Expiration Date	Class Title	Class Number	Dollar Limit
·		<u> </u>		
		Sub-Contractor(s)		
License Number	Expiration Date	Class Title	Class Number	Dollar Limit
Name:				
Name:	.			
Name:				

CONTRACTOR LICENSE CLASSIFICATIONS

Primary -Classification Number	Title	
Manuel	<u>Number</u>	71/16
E100		General Engineering Contractor
B100		General Building Contractor
R100	_	Residential and Small Commercial Contractor
	R101	Residential and Small Commercial - Nonstructural
		Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200	2224	General Electrical Contractor
CO10	S201	Residential Electrical Contractor
5210	50111	General Plumbing Contractor
	S211*	Boiler Installation Contractor
	\$212 \$213	Irrigation Sprinkling Contractor
	5213 5214*	Industrial Piping Contractor
S215	3214	Water Conditioning Equipment Contractor
S216		Solar Energy Systems Contractor
S220		Residential Sewer Connection & Septic Tank Contractor Carpentry Contractor
5220	S221*	
S230	0221	Cabinet and Millwork Installation Contractor Metal and Vinyl Siding Contractor
	\$231*	Raingutter Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260		General Concrete Contractor
	\$261*	Concrete Form Setting and Shoring Contractor
	S262*	Gunite and Pressure Grouting Contractor
S270		General Drywall, Stucco and Plastering Contractor
	\$271*	Plastering Stucco Contractor
	S272*	Ceiling Grid Systems, Ceiling Tile and Light-weight
** <u>***</u> ***		Metal and Non-bearing Wall Partitions Contractor
S280		General Roofing Contractor
	S281*	Single Ply and Specialty Coating Contractor
	S282*	Build-up Roofing Contractor
	S283	Shingle and Shake Roofing Contractor
••	\$284*	Tile Roofing Contractor
6000	S285*	Metal Roofing Contractor
\$290	5201+	General Masonry Contractor
	\$291*	Stone Masonry Contractor
	S292* S293	Terrazzo Contractor
\$300	2732	Marble, Tile and Ceramic Contractor
\$310_		General Painting Contractor Excavation and Grading Contractor
S320		Steel Erection Contractor
2520	S321	Steel Reinforcing Contractor
	S322*	Metal Building Erection Contractor
	S323*	Structural Stud Erection Contractor
S330		Landscaping Contractor
\$340		Sheet Metal Contractor
S350		HVAC Contractor
	S351	Refrigerated Air Conditioning Contractor
	S352*	Evaporative Cooling Contractor
	S353	Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression Systems Contractor
S380		Swimming Pool and Spa Contractor
5390		Sewer and Water Pipeline Contractor
\$400*		Asphalt Paving Contractor
\$410		Pipeline and Conduit Contractor
S420*	64312	General Fencing and Guardrail Contractor
CARR	S421*	Residential Fencing Contractor
S430*	·····	Metal Firebox and Fuel Burning Stove Installation
S440	C441#	Sign Installation Contractor
\$450	S441*	Non-Electrical Outdoor Advertising Sign Contractor
S460*		Mechanical Insulation Contractor
\$470*		Wrecking and Demolition Contractor
S480*		Petroleum System Contractor

^{*}No Trade Examination is required. All applicants must take and pass the Utah Business and Law examination if not previously taken and passed.